

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

THIS SUMMARY ORDER WILL NOT BE PUBLISHED IN THE FEDERAL REPORTER AND MAY NOT BE CITED AS PRECEDENTIAL AUTHORITY TO THIS OR ANY OTHER COURT, BUT MAY BE CALLED TO THE ATTENTION OF THIS OR ANY OTHER COURT IN A SUBSEQUENT STAGE OF THIS CASE, IN A RELATED CASE, OR IN ANY CASE FOR PURPOSES OF COLLATERAL ESTOPPEL OR RES JUDICATA.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, at Foley Square, in the City of New York, on the 10th day of September, two thousand four.

Present:

HON. THOMAS J. MESKILL,
HON. ROGER J. MINER,
HON. ROBERT A. KATZMANN,
Circuit Judges.

MAIA FERRAND,

Plaintiff-Appellant,

v.

No. 03-9172

CREDIT LYONNAIS,

Defendant-Appellee.

Appearing for Plaintiff-Appellant:

CHRISTINE A. PALMIERI, Liddle & Robinson,
L.L.P., New York, N.Y.

Appearing for Defendant-Appellee:

BARBARA M. ROTH, TORYS LLP,
New York, N.Y.

Appeal from the United States District Court for the Southern District of New York
(Marrero, J.).

ON CONSIDERATION WHEREOF, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of the district court be and hereby is **AFFIRMED**.

Maia Ferrand appeals from a judgment of the United States District Court for the Southern District of New York (Victor Marrero, *Judge*), granting summary judgment to Credit Lyonnais (“CL”) with respect to her sex and gender discrimination claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., Section 296 of the New York State Executive Law (“New York State Human Rights Law”) and Section 8-101 of the Administrative Code of the City of New York (“New York City Human Rights Law”), and her state law claims for breach of implied-in-fact contract and quantum meruit. In particular, the complaint asserts that CL discriminated against Ferrand because her supervisor consistently treated her less favorably than her male colleagues by paying her a smaller bonus, by requiring her to transfer from New York to London with inferior terms of employment, and by ultimately terminating her employment. Her state law claims alleged that CL breached an implied contract for bonus compensation and that she was entitled to additional payment for the value of her services under the quantum meruit doctrine.

This Court reviews de novo a district court’s grant of summary judgment, construing all evidence in connection with the motion in the light most favorable to the non-moving party. See Horvath v. Westport Library Ass’n, 362 F.3d 147, 151 (2d Cir. 2004). The Court will affirm a district court’s grant of summary judgment if “there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.” Whidbee v. Garzarelli Food Specialties, Inc., 223 F.3d 62, 68 (2d Cir. 2000) (internal quotation marks omitted).

For the reasons stated by the district court in its decision and order, we agree that CL is

entitled to summary judgment. We have also considered all of Ferrand's other arguments on appeal and find them to be without merit. Accordingly, the judgment of the district court granting CL's motion and dismissing Ferrand's complaint is hereby **AFFIRMED**.

FOR THE COURT:
ROSEANN B. MacKECHNIE, CLERK
By:
